CAUTION: THIS DOCUMENT HAS NOT YET BEEN REVIEWED BY THE COUNTY CLERK. (See below.) INDEX NO. UNASSIGNED

NYSCEF DOC. NO. 11 RECEIVED NYSCEF: 12/05/2019

## EXHIBIT H

This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.

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INDEX NO. UNASSIGNED

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June 10, 2019

Philippe A. Zimmerman Moses & Singer 405 Lexington Avenue New York, NY 10174-1299

VIA EMAIL

Dear Philippe:

This letter confirms that in our telephone conversation last week we discussed jointly pursuing the recovery of fees that may be due and/or may become due to Moses & Singer (M&S") and the undersigned for legal services rendered to the Fay Kaplan law firm, Washington, D.C. (now the Fay Law Group, PA) relating to the collection of terrorism judgments against Iran, and legal services relating to currently pending terrorism litigation against Iran and Sudan.

With a view towards reaching an agreement on the terms under which we would pursue those claims jointly, and without prejudice to any and all claims, counter-claims, affirmative and other defenses that may now exist or may come into existence in in the future in favor of the undersigned and/or M&S, relating to a certain promissory note (the "Note") issued to M&S and signed by me on November 16, 2012, I confirm that the signature on the Note is mine and I further agree to waive the right to assert against M&S any defense based on time bar to the extent that any such defense may now exist in my favor with respect to said Note.

Should M&S agree to pursue the aforementioned claim against the Fay Law Group, it is agreed that recoveries on this claim will be allocated between M&S and SNW equally, however, 100% of recoveries will first be applied to the outstanding balance on the Note and that thereafter an equal amount will be paid to SNW and thereafter all net proceeds will be divided equally. It is further understood and agreed that nothing herein contained shall be construed to constitute an admission that any amount is presently owed to M&S by SNW, by reason of the Note or otherwise, or that any amount is presently due or payable to M&S.